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EXCLUSIVE PRIVILEGES GRANTED BY A CARRIER. — A recent decision in Minnesota involves an important question as to the rights of a common carrier to exploit its passengers for its own profit. The defendant, a terminal company, contracted with the proprietor of a livery stable that he should have the exclusive privilege of soliciting patronage within the station. The plaintiff, a rival hackman, having insisted upon soliciting within the station, was ejected by the defendant. It was held that the grant of such an exclusive privilege was lawful. *Godbout* v. *St. Paul Union Depot Co.*, 81 N. W. Rep. 835 (Minn.).

By the great weight of authority, a railroad company may not allow any particular hackman or expressman to occupy a favored portion of its platform to the exclusion of all others who wish to solicit trade, on the ground that it is virtually subjecting the travelling public to a monopoly. On the other hand, it is settled law that a common carrier may lawfully grant exclusive privileges of furnishing refreshments, papers, and the like within its station, and of soliciting patronage upon its trains. In regard to such things, the railroad is under no obligation to the public, and consequently it may sell them out to the highest bidder. Concerning matters necessarily connected with its public employment of transportation, a carrier may not itself make a profit at the expense of the convenience of its passengers, for that is a violation of its duty to the public. Clearly it is a part of the duty of a railroad — and a terminal company, though not a common carrier, is under a similar public duty — to furnish its passengers with free ingress and egress to and from its trains. Nor can it be said to have provided an unrestricted exit when the most convenient part of the platform is occupied by one favored hackman; for a passenger, if not forced, is at least persuaded, to employ that particular one by reason of the greater difficulty attendant upon procuring the services of rival hackmen. The travelling public, therefore, loses its right to the advantage of

free competition and is practically subjected to a monopoly. Indeed, that is the very purpose of the restriction. Such a regulation would consequently seem to be unlawful. *State* v. *Reed*, 76 Miss. 211; *McConnell* v. *Pedigo*, 92 Ky. 465; 7 HARVARD LAW REVIEW, 494. Of the few cases to the contrary, there is but one in a court of last resort. *Railroad Co.* v. *Tripp*, 147 Mass. 35. The English cases on the subject are not applicable, as they are governed by the Railway and Traffic Act.

In the principal case the court sought to draw a distinction because, although one man was given the exclusive privilege of soliciting trade within the station, all were allowed the same platform facilities outside; therefore, it was urged, the circumstances were similar to the case of soliciting upon the train. Yet this does not seem to be true. While upon the train the passenger is under no necessity of providing for further transportation, and the carrier owes him no duty in that regard. As soon as he reaches the station, however, this need arises, and he hires a cab as soon as he sees a cabman, without waiting until he reaches the cabs outside of the station. Hence the greater facilities for employing the favored hackman create that virtual monopoly which is the ground of objection. On principle and authority, therefore, the case might better have been decided the other way.

INDORSEMENT UNDER AN ASSUMED NAME. — A recent case raises a very neat question with regard to the passing of title to a negotiable instrument by indorsement under an assumed name. *The First National Bank of Fort Worth, Texas*, v. *The American Exchange National Bank*, New York Supreme Court, Appellate Division, New York Law Journal, March 26, 1900. A swindler, writing from Fort Worth, Texas, signing himself A. W. Hudson, and fraudulently representing that he was the A. W. Hudson who actually owned certain real estate in Denver, managed after a prolonged correspondence with a broker in Denver to secure a loan of money on the supposed security of the Denver real estate. A draft on the defendant bank payable to A. W. Hudson was forwarded to Fort Worth, where it was received by the writer of the correspondence. He endorsed it to the plaintiff, a purchaser for value without notice of the fraud. The court held that the plaintiff, having purchased the draft *bona fide* from the person to whom it was sent and for whom it was intended, had secured a valid title.

In this and analogous cases the question as to whether a good title was passed to a *bona fide* purchaser depends on whether the indorser was or was not the person whom the drawer intended to designate as payee. In general the name of the payee designates him sufficiently, but the difficulty comes when the name inserted is not the true name of the person claiming to be payee. In such cases there may be other grounds of identification. Thus, where one is personally present, and a negotiable instrument is delivered to him by the maker who intends him to be the payee, he gets title, even though the instrument was made payable to a different person whose name the swindler had fraudulently assumed. Personal presence is regarded as a means of identification even surer than one's name. *Robertson* v. *Coleman*, 141 Mass. 231. But where one who is not personally present is designated by a name, the name is generally the only ground of identification, and only the person possessing that name can pass a good title. *Armstrong* v. *National Bank*, 46 Ohio St. 512.